



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

DAHIYAT et al.

Serial No.: 09/927,790

Filed: August 10, 2001

For: Protein Design Automation

for Protein Libraries

Group No. 1639

Examiner: Wessendorf, Theresa D.

CERTIFICATE OF MAILING
I hereby certify that this correspondence and listed enclosures, is being deposited with the United States Postal Postal Service as Express Mail number: ER629095686US

Address to the Commissioner for Patents PO Box 1450, Alexandria, VA 22313-1450 ECEIVED

on December 19, 2003.

Signature: Au 1000

DEC 2 9 2003

Horce & Jurice SteCH CENTER 1600/2900

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Mail Stop AF Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Petitioner, **Xencor**, represents that it is the assignee of the entire right, title, and interest of the instant application, 09/927,790, which claims the benefit of the filing date/or is a continuation-in-part of 09/782,004, filed February 12, 2001, which claims the benefit of 60/181,630, filed February 10, 2000 and claims benefit of 60/186,904, filed March 3, 2000 and claims benefit of 60/197,851, filed April 14, 2000 and a continuation of 09/419,351, filed October 15, 1999, which claims benefit of 60/158,700, filed October 8, 1999 and said 09/782,004, filed February 12, 2001 claims benefit of 60/104,612, filed October 16, 1998,

Written assignment proof for Serial No. 09/419,351, filed October 15, 1999, now U.S. Patent No. 6,403,312, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 011517/0330. Copies of the assignments are attached to this Terminal Disclaimer.

Xencor hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Xencor does not disclaim the terminal part of any patent granted on the instant application, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, Xencor.

I, the undersigned, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that willful,

false statements may jeopardize the validity/enforceability of the application or any patent issued thereon.

Dated: December 19, 2003

XENÇOR

X1-----

Title: WEPRESIDENT, INTELLECTUAL_PROPERTY

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TECH CENTER 1600/2901



Commissioner for Trademarks Arlington, VA 22202-3513 www.uspto.gov



United States Patent and TRADEMARK OFFICE

MAY 07, 2002

FLEHR HOHBACH TEST ALBRITTON & HERBERT ROBIN M: SILVA FOUR EMBARCADERO CENTER, SUITE 3400

SAN FRANCISCO, CA 94111-4187

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

DEC 1 9 2003

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHÓSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE. ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/23/2002

REEL/FRAME: 012502/0412

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 12/17/2001

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 12/17/2001

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 12/17/2001

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 10/24/2001

ASSIGNEE:

XENCOR

111 W. LEMON AVENUE

MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09927790

PATENT NUMBER:

FILING DATE: 08/10/2001

ISSUE DATE:

012502/0412 PAGE 2

DOROTHY RILEY, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

V SHEET

U.S. DEPARTMENT OF COMMER!

Patent and Trademark Offi-

To the Honorable Commissioner

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ttached original documents or copy thereof.

	1. Name of conveying party(ies):	2. Name and address of receiving party PECEIVED Internal Address: Xencor			
	Bassil I. Dahiyat; Robert J. Hayes; Jörg Bentzien;	Internal Address: Xencor			
	Klaus M. FIEBIG	DEC 2 9 2003			
	Additional name(s) of conveying party(ies) attached? [] Yes [x] No	TECH CENTER 1800/29			
	3. Nature of Conveyance: [] Merger 23.02	Street Address: 111 W. Lemon Avenue			
	[] Security Agreement [] Change of Name	City: Monrovia			
	Execution Date: October 24, 2001; December 17,	State: California Zip: 91016			
	2001	Additional name(s) & address(es) attached?			
		[] Yes [x] N			
	4. Application number(s) or patent number(s):				
	If this document is being filed together with a new application, the ex	ecution date of the application is:			
	A. Patent Application No.(s): 09/927,790	B. Patent No.(s)			
	Additional numbers atta	ched? [] Yes [x] No JAN 2 3 2002			
	5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One (1)			
	Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00			
	Internal Address: FLEHR HOHBACH TEST	[x] Enclosed			
	ALBRITTON & HERBERT LLP				
		[] Authorized to be charged to deposit account			
	Street Address: SUITE 3400	8. Deposit account number: 06-1300			
	FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any verpayment to the above deposit account.			
	City: SAN FRANCISCO	Our Order No. <u>A-67229-9/RFT/RMS/RMK</u>			
State: <u>CA</u> Zip: <u>94111-4187</u> (Attach duplicate of this page if paying by deposit acco					
	DO NOT USE THIS SPACE				
	9. Statement and signature.				
	To the best of my knowledge and belief, the foregoing information is true and correct and any attached cop is a true copy of the original document.				
	Renee M. Kosslak, Reg No. 41,717 for Robin M. Silva, Reg No. 38,304	12/21/01			
	Name of Person Signing Signa	ature Date			
	Total number of pages including cover sheet, attachments and document: [6				
•	OMB No. 0651-0011 (exp. 4/94)				

File No. <u>A-67229-9/RFT/RMS/RMK</u>

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Box Assignments
Washington, DC 20231

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orded with required cover sheet information to:

Rev. 8/4

ASSIGNMENT

WHEREAS, Bassil I. DAHIYAT, Los Angeles California; Robert J. HAYES, Altadena, California; Jöerg BENTZIEN, Pasadena, California; and Klaus M. FIEBIG, Frankfurt, GERMANY, has invented certain new and useful improvements in and have filed an application for a United States patent entitled: PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES bearing Serial No. 09/927,790, filed August 10, 2001, disclosing and identifying the invention; and

WHEREAS, XENCOR, a corporation of the state of CALIFORNIA, having a place of business at 111 W. Lemon Avenue; Monrovia, State of CALIFORNIA, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 17th day of December, 2001

(2) 11th day of December, 2001

(3) 11th day of December, 2001

(4) day of day of nespectively.

(1) Bassil I. DAHIYAT

County of LOS ANGELES

State of CALIFORNIA

on this May of MCCMBER, in the year 2001, before me, SARA JANE STRUCTAND, Notary Public of the State of MANNE STRUCTAND, Notary Public of the State of MANNE, personally appeared (1) Bassil I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacit(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature[.]

SARA JANE STRICKLAND
Comm. # 1329887
NOTARY PUBLIC CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 12, 2005

an faw Thelland

(2) Meyes
Robert J. HAYES
C. ROBELLO. HAILS
County of Los Angeles
State of CACIFORNA .)
On this 17th day of DECEMBER, in the year 2001, before me,
SARA JANE STRICKLAND , Notary Public of the State of CALFORNIA ,
personally appeared (2) Robert J. HAYES , personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument, and acknowledged that he
executed the same in his authorized capacit(ies), and that by his signature
on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.
WITNESS my hand and official seal.
Comm. # 1329887 U
Signature Auchum Thulland Ny Comm. Expires Nov. 12, 2005
(3) Fig list
JÖRTG BENTZIEN
County of LOS AMELES)
)ss
State of CAMPIRNA .)
On this 17^{th} day of DOCEMBER, in the year 2001 , before me,
SARA JANE STRICKLAND , Notary Public of the State of CALIFARNIA,
personally appeared (3) Jöerg BENTZIEN personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument, and acknowledged that he executed
the same in his authorized capacit(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
SARA JANE STRICKLAND
WITNESS my hand and official seal. WITNESS my hand and official seal. Comm.#132988/ NOTARY PUBLIC CALIFORNIA Los Angeles County
WITNESS my hand and Official Seaf. los Angeles County My Comm. Expires Nov. 12, 2005
Signature Sara Sany Strekling
(4) Klaus M. FIEBIG

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	(2)
회학을 하는 이 사람들이 있는 것 같아 있는데 하는 것은	Robert J. HAYES
County of)
State of)ss .)
On this day of	_, in the year, before me,
	Public of the State of,
personally appeared (2) Robert J. H	*
proved to me on the basis of satisfactor	•
name is subscribed to the within ins	·
executed the same in his authorized cap	· · · · · · · · · · · · · · · · · · ·
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acted, executed the instrument.	city upon benair or which the person
acted, executed the Institutent.	
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WITNESS my hand and official sea	*
	(Seal)
Signature	•
*	
*	
	(3)
	Jöerg BENTZIEN
County of	
State of)ss
On this day of	, in the year, before me,
, Notary E	Public of the State of,
personally appeared (3) Jöerg BENTZIE	N personally known to me (or proved
to me on the basis of satisfactory evi	dence) to be the person whose name
is subscribed to the within instrument	, and acknowledged that he executed
the same in his authorized capacit(ies), and that by his signature on the
instrument the person, or the entity up	on behalf of which the person acted,
executed the instrument.	
WITNESS my hand and official sea	1.
· · · · · · · · · · · · · · · · · · ·	(Seal)
Signature	•
	Jahn
	(4) Kraus M. FIEBIC

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered				
this instrument to said Assignee this				
(1) day of , 2001 (2) day of , 2001				
(3) day of , 2001 (4) 24th day of October , 2001				
respectively.				
(1)				
Bassil I. DAHIYAT				
County of)				
) ss State of .)				
On this day of, in the year, before me,				
, Notary Public of the State of,				
personally appeared (1) Bassil I. DAHIYAT, personally known to me (or				
proved to me on the basis of satisfactory evidence) to be the person whose				
name is subscribed to the within instrument, and acknowledged that he/she				
executed the same in his/her authorized capacit(ies), and that by his/her				
signature on the instrument the person, or the entity upon behalf of which				
the person acted, executed the instrument.				
WITNESS my hand and official seal.				
(Seal)				
Signature				





UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office ASSISTANT SECRETARY AND COMMISSIONER

OF PATENTS AND TRADEMARKS Washington, D.C. 20231

APRIL 30, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT ROBIN M. SILVA FOUR EMBARCADERO CENTER SUITE 3400 SAN FRANCISCO, CA 94111-4187



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 02/12/2001

REEL/FRAME: 011517/0330 NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 06/15/2000

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 06/16/2000

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 06/16/2000

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 06/20/2000

ASSIGNEE:

XENCOR, INC. 111 W. LEMON AVENUE MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09419351

PATENT NUMBER:

FILING DATE: 10/15/1999

ISSUE DATE:

011517/0330 PAGE 2

MARCUS KIRK, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS FORM PTO-1: 1-31-92

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U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY

Patent and Trademark Office

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arks. Please record the attached original documents or copy thereof.

TO INC. TO TO TO TO TO THE STATE OF THE STAT	Total and and an		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):		
Bassil I. DAHIYAT; Robert J. HAYES; Jorg BENTZIEN; Klaus M. FIEBIG	Internal Address: Xencor, Inc.		
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	FEB , The FEB ,		
3. Nature of Conveyance:	Street Address: 111 W. Lemon Avenue		
[x] Assignment [] Merger	Sevential approximation and the several severa		
[] Security Agreement [] Change of Name	City: Monrovia		
Execution Date: June 16, 2000 and June 20, 2000	State: California Zip: 91016		
	Additional name(s) & address(es) attached? [] Yes [x] No		
4. Application number(s) or patent number(s): One (1)			
If this document is being filed together with a new application, the ex	secution date of the application is:		
A. Patent Application No.(s): 09/419,351	B. Patent No.(s)		
Additional numbers atta			
5. Name and address of party to whom correspondence concerning	6. Total number of applications and patents involved:		
document should be mailed:	One (1)		
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00		
Internal Address: FLEHR HOHBACH TEST			
ALBRITTON & HERBERT LLP	[x] Enclosed		
	[] Authorized to be charged to deposit account		
Street Address: SUITE 3400	8. Deposit account number: 06-1300		
FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any overpayment		
City: SAN FRANCISCO	to the above deposit account. Our Order No. <u>A-67229-2/RFT/RMS/RMK</u>		
State: <u>CA</u> Zip: <u>94111-4187</u>			
DO NOT USE THIS SPACE			
9. Statement and signature.			
To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.	information is true and correct and any attached		
Robin M. Silva Name of Person Signing Robin M. Silva Signature 2/9/01 Date			
Total number of pages	including cover sheet, attachments and document: [9]		
OMB No. 0651-0011 (exp. 4/94)			
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Box Assignments Washington, DC 20231

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02/20/2001 AAHMED1

61 FC:581

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES ,
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), res	idents of
(1) LOS ANGELES	, (2) ALTADENA ,
(3) PASADENA	
respectively, Counties of	
(1) LOS ANGELES	, (2) LOS ANGELES ,
(3) LOS ANGELES	, (4) <u>n/a</u> ,
respectively, States of	
(1) CALIFORNIA	, (2) CALIFORNIA ,
(3) CALIFORNIA	, (4) <u>n/a</u> ,
respectively, have invented certain n	ew and useful improvements in
PROTEIN DESIGN AUTOMAT	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, <u>2000</u> and
having Serial No. $09/419,351$ and fi	ling date of <u>October 15, 1999</u> ; and
WHEREAS, XENCOR, INC. a corpo	oration of the State of <u>CALIFORNIA</u> ,
having a place of business at250	S5 NINA STREET, PASADENA 91107-3708 ,
State of <u>CALIFORNIA</u> , (hereinafte	r termed "Assignee"), is desirous of
acquiring the entire right, title and	interest in and to said application and
the invention disclosed therein, ar	d in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herei	nafter termed "said invention"), and in
and to any and all patents, invent	or's certificates and other forms of
protection (hereinafter termed "patent	s") thereon granted in the United States
and foreign countries.	
NOW, THEREFORE, in consideration	n of good and valuable consideration
acknowledged by said Inventors to l	have been received in full from said
Assignee:	

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this
instrument to said Assignee this
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of June, 2000, (4) day of, 2000,
respectively.
(1) July
County of Los Angeles ,) BASSIL I. DAHIYAT
State of CHifornia) ss.
On this 16th day of June, in the year 1000, before me,
10494 E. Smith, Notary Public of the State of CAlifornia,
personally appeared (1) <u>BASSIL I. DAHIYAT</u> , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
Signature Clyny C. Smill & Notory Public T Collores &
Los Angeles County My Comm. Expires Jon 17, 2004
ΔH
(2)/Ways
ROBERT J. HAYES
County of Los Angeles ,)
State of Chifornia) ss.
On this 16th day of June, in the year 2000, before me, Peggy E. Smith, Notary Public of the State of California,
personally appeared (2) ROBERT J. HAYES, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
Signature Lygy C. Fruit PEGGY E SMITH
Commission w 123032
Los Angeles County
My Comm. Expires Jan 17, 2004

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personally appeared	d (3) JÖRG BI	NTZIEN	. the state of		-'
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whose name is sub-	cribed to the	o or sacistac	cory evidence)	to be the perso	on
whose name is subs	in him	within instr	ument, and ack	nowledged that I	ne
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person acted, exec	uted the insti	rument.		0	
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			1	os Angeles County om. Biplies Jan 17, 2004	
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	•				
		(4)	8		
* ~		4	KLA	US M. FIEBIG	_
County of		• ,)			
	•) ss.			
State of		.)		*	
On this	day of		in the year	, before me	
	, Not	arv Public of	the State of		• •
personally appeare	d (4) KLAUS M	. FIEBIG . ne	rsonally known	to me lor pross	./
to me on the basis	of satisfacto	ry evidence)	to be the nor	son whose memore	a
subscribed to the	within instrum	ent: and ack	roupe che per	son whose name i	S
same in his autho	rized capacit	vios)	nowredged that	ne executed th	.e
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-Accuted the Instr	interit.	•			
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withess my hai	nd and officia	ı seal.			
	•				
Signature				(Seal)	

ASSIGNMENT



(NOT ACCOMPANYI	NG APPLICATION)
WHEREAS, the undersigned,	
(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES ,
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), resi	dents of
(1) LOS ANGELES	, (2) ALTADENA
(3) PASADENA	, (4) FRANKFURT, GERMANY ,
respectively, Counties of	
(1) LOS ANGELES	, (2) LOS ANGELES
(3) LOS ANGELES	, (4) <u>n/a</u>
respectively, States of	
(1) CALIFORNIA	, (2) CALIFORNIA
(3) CALIFORNIA	, (4) <u>n/a</u>
respectively, have invented certain ne	ew and useful improvements in
PROTEIN DESIGN AUTOMATIC	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, 2000 and
having Serial No. $09/419,351$ and fil	ling date of <u>October 15, 1999</u> ; and
WHEREAS, XENCOR, INC. a corpo	ration of the State of <u>CALIFORNIA</u>
having a place of business at258	5 NINA STREET, PASADENA 91107-3708
State of <u>CALIFORNIA</u> , (hereinafter	termed "Assignee"), is desirous o

WHEREAS, XENCOR, INC. a corporation of the State of CALIFORNIA, having a place of business at 2585 NINA STREET, PASADENA 91107-3708, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursua... to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS W	HEREO. the s	aid Inventors h	ave execute.	and delivered this
instrument to said	d Assignee th	nis		•
	-			
(1) day of _	_ J whe	_, 2000 (2)	day of	, 2000,
(3) day of		_, 2000,(4) <u>26</u>) day of	une, 2000,
respectively.			^ () .	e .
*		(1)	Swelst	3
		*	BAS	SIL I. DAHIYAT
County of		,)		
State of) ss. .)	· .	
				, before me,
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executed the instr	cument.	apon ser	MALE OF WILLOW	the person deced,
WITNESS my ha	and and offic	ial seal.		
Signature			•	(Seal)
		*		(5002)
				(X)
			*	• :
		(2)	POR	ERT J. HAYES
County of	*	,)	KOD	ERI U. IMIES
State of) ss. .)		
On this	day of	otary Public of	in the year _	, before me,
personally appeare to me on the basis subscribed to the same in his author instrument the per executed the instr	d (2) ROBERT of satisfact within instruction capacison, or the cument.	J. HAYES, pertory evidence) ument, and acknity (ies), and entity upon beh	rsonally known to be the per nowledged that that by his	to me (or proved son whose name is the executed the signature on the
Signature		· ·		(Seal)

WITNESS my hand and official seal. Signature			(3)	·.		
On this day of, in the year, before me personally appeared (3)				JÖ	RG BENTZIEN	
State of On this day of, in the year, before memore subscribed to the within instrument, and acknowledged that leaves are to me on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Signature	County of		4.0	•		
	State of) ss. .)			
personally appeared (3) JÖRG BENTZIEN , personally known me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that it executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Signature (Seal) County of) ss. State of , in the year, before me, Notary Public of the State of, Notary Public of the State of, Notary Public of the State of, Personally appeared (4) KLAUS M. FIEBIG, personally known to me (or prove to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.	On this					ore me,
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On this day of, in the year, before me, Notary Public of the State of, personally appeared (4) <u>KLAUS M. FIEBIG</u> , personally known to me (or prove to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.	County of		,)			. *
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WITNESS my hand and official seal	executed the	instrument.		* ·		•
my man and and and and and and and and and a	WITNESS	my hand and off	cial seal.		• •	
Signature(Seal)	•			*	(Seal)	*

FORM PTO-1595 RE JRDATION FORM COVER ST. ET U.S. DEPARTMENT OF COMMERC Patent and Trademark Offi PATENTS ONLY				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):			
Bassil I. DAHIYAT; Robert J. HAYES; Jorg BENTZIEN; Klaus M. FIEBIG	Internal Address: Xencor, Inc.			
Additional name(s) of conveying party(ies) attached? [] Yes [x] No				
3. Nature of Conveyance:	Street Address: 111 W. Lemon Avenue			
[x] Assignment [] Merger				
[] Security Agreement [] Change of Name	City: Monrovia			
Execution Date: June 16, 2000 and June 20, 2000	State: California Zip: 91016			
	Additional name(s) & address(es) attached? [] Yes [x] No			
4. Application number(s) or patent number(s): One (1)				
If this document is being filed together with a new application, the ex	secution date of the application is:			
A. Patent Application No.(s): 09/419,351	B. Patent No.(s)			
Additional numbers atta	ched? [] Yes [x] No			
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One (1)			
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00			
Internal Address: FLEHR HOHBACH TEST	[x] Enclosed			
ALBRITTON & HERBERT LLP				
	[] Authorized to be charged to deposit account			
Street Address: SUITE 3400	8. Deposit account number: 06-1300			
FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any overpayment			
City: SAN FRANCISCO	to the above deposit account. Our Order No. A-67229-2/RFT/RMS/RMK			
State: <u>CA</u> Zip: <u>94111-4187</u>				
DO NOT USE	THIS SPACE			
9. Statement and signature.				
To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.				

Robin M. Silva Name of Person Signing

Total number of pages including cover sheet, attachments and document: [9]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,	
(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), res	· · · · · · · · · · · · · · · · · · ·
(1) LOS ANGELES	_, (2)_ALTADENA,
(3) PASADENA	, (4) FRANKFURT, GERMANY
respectively, Counties of	
(1) LOS ANGELES	, (2) LOS ANGELES ,
(3) LOS ANGELES	, (4) <u>n/a</u> ,
respectively, States of	*
(1) CALIFORNIA	, (2) CALIFORNIA ,
(3) CALIFORNIA	, (4) <u>n/a</u>
respectively, have invented certain no	
PROTEIN DESIGN AUTOMATI	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, <u>2000</u> and
having Serial No. 09/419,351 and fi	ling date of <u>October 15, 1999</u> ; and
WHEREAS, <u>XENCOR, INC.</u> a corpo	ration of the State of <u>CALIFORNIA</u> ,
having a place of business at258	5 NINA STREET, PASADENA 91107-3708,
State of <u>CALIFORNIA</u> , (hereinafter	termed "Assignee"), is desirous of
acquiring the entire right, title and	interest in and to said application and
the invention disclosed therein, and	d in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herein	nafter termed "said invention"), and in
and to any and all patents, invento	r's certificates and other forms of
protection (hereinafter termed "patents	s") thereon granted in the United States
and foreign countries.	
NOW, THEREFORE, in consideration	n of good and valuable consideration
acknowledged by said Inventors to h	ave been received in full from said
Assignee:	
 Said Inventors do hereby sell 	, assign, transfer and convey unto said
Assignee, the entire right, title and i	nterest (a) in and to said application
and said invention; (b) in and to all	rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

in withess whereof, the said inventors have executed and delivered this
instrument to said Assignee this
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of Jone, 2000, (4) day of, 2000,
respectively.
(1) July
County of Los Angeles ,) BASSIL I. DAHIYAT
State of CHifornia) ss.
On this 16th day of June, in the year 2000, before me, Peggy E. Smith, Notary Public of the State of CAlifornia,
personally appeared (1) BASSIL I. DAHIYAT, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal. Signature Symp E. Smith Commission # 1250352 Notary Public T. Collords
Signature Ing Collows Notary Public T Collows Los Angeles County My Comm. Expres Jan 17, 2004
ΛH
(2) Molayer
POREDET HAVES
county of Los Angeles
State of Chifornia) ss.
on this 1/th day of June.
Peggy E. Smith, Notary Public of the State of California,
personally appeared (2) ROBERT J. HAYES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.
WITNESS my hand and official seal.
Signature Ligg E. Smith
Commission # 1290352 \$
Los Angeles County
My Comm. Biplies Jan 17, 2004

	(3)
County of Los Angeles CAlifornia	JÖRG BENTZIEN
County of Los Vijos	$\langle \cdot, \cdot \rangle$
CAlifornia) ss. /
	.)
Peggy E. Smith Notary P	, in the year 2000, before me, ublic of the State of,
personally appeared (3) JÖRG BENTZIF	N, personally known to
me (or proved to me on the basis of	satisfactory evidence) to be the person
whose name is subscribed to the within	n instrument, and acknowledged that he
executed the same in his authorized	d capacity(ies), and that by his
signature on the instrument the person	, or the entity upon behalf of which the
person acted, executed the instrument	
WITNESS my hand and official sea	1. PEGGY E SMITH
6 05:0	Commission # 125000
Signature Leggy E. Smith	3 PERSON MANUAL PLANS OF COMMING E
	2 VLS 2007 Los Annaiss Cours
	My Comm. Biplies Jan 17, 2004
	(4)
County of	KLAUS M. FIEBIG
county of	,)
State of) SS.
state of	•1.
On this day of	, in the year, before me,
Notary P	ublic of the State of,
personally appeared (4) KLAUS M. FIE	BIG , personally known to me (or proved
to me on the basis of satisfactory ev	idence) to be the person whose name is
subscribed to the within instrument.	and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity	upon behalf of which the person acted,
executed the instrument.	
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WITNESS my hand and official sea	1.
Signature	_ (Seal)